

EXHIBIT A

AAKASH DALAL

SBI#792652E

215 BURLINGTON ROAD SOUTH

BRIDGETON, NJ 08302

LEGAL DOCUMENTS



NEOPOST

07/27/2023

US POSTAGE \$007.12⁰



ZIP 08302
041M11297259

8/1/2023 3:24:37 PM

To:

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Area Code:

MPK0001

ALT. Area Code:

Room ID:

Research Rack

Sender:

Item Alert:

Recipient Alert:

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META PLATFORMS, INC.
1 HACKER WAY
MENLO PARK, CA 9402

Aakash Dalal
SBI# 792652E
215 Burlington Road South
Bridgeton, NJ 08302
Plaintiff, *pro se*

AAKASH DALAL,

Plaintiff,

Vs.

META PLATFORMS, INC.,

Defendants.

SUPERIOR COURT OF NEW JERSEY
ESSEX COUNTY VICINAGE
LAW DIVISION – CIVIL PART

Docket No.: ESX-L-4262-23

**CIVIL ACTION
SUMMONS**

From the State of New Jersey to the Defendant Named Above:

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (A directory of the addresses of each deputy clerk of the Superior Court is available in the Civil Division Management Office in the county listed above and online at http://www.njcourts.gov/forms/10153_deptyclerklawref.pdf.) If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, P.O. Box 971, Trenton, NJ 08625-0971. A filing fee payable to the Treasurer, State of New Jersey and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with a fee of \$175.00 and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live or the Legal Services of New Jersey Statewide hotline at 1-888-LSNJ-LAW (1-888-576-5529). If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A directory with contact information for local Legal Services Offices and Lawyer Referral Services is available in the Civil Division Management Office in the county listed above and online at http://www.njcourts.gov/forms/10153_deptyclerklawref.pdf.

/s/ Michelle M. Smith

Clerk of the Superior Court

DATED: July 14, 2023

Name of the Defendant to Be Served: **Meta Platforms, Inc.**

Address of Defendant to Be Served: **1 Hacker Way, Menlo Park, California 94025**

ESSEX COUNTY - CIVIL DIVISION
SUPERIOR COURT OF NJ
465 MARTIN LUTHER KING JR BLVD
NEWARK NJ 07102

TRACK ASSIGNMENT NOTICE

COURT TELEPHONE NO. (973) 776-9300
COURT HOURS 8:30 AM - 4:30 PM

DATE: JULY 05, 2023
RE: DALAL AAKASH VS META PLATFORMS INC
DOCKET: ESX L -004262 23

THE ABOVE CASE HAS BEEN ASSIGNED TO: TRACK 3.

DISCOVERY IS 450 DAYS AND RUNS FROM THE FIRST ANSWER OR 90 DAYS
FROM SERVICE ON THE FIRST DEFENDANT, WHICHEVER COMES FIRST.

THE PRETRIAL JUDGE ASSIGNED IS: HON RICHARD T. SULES

IF YOU HAVE ANY QUESTIONS, CONTACT TEAM 001
AT: (973) 776-9300 EXT 57110.

IF YOU BELIEVE THAT THE TRACK IS INAPPROPRIATE YOU MUST FILE A
CERTIFICATION OF GOOD CAUSE WITHIN 30 DAYS OF THE FILING OF YOUR PLEADING.
PLAINTIFF MUST SERVE COPIES OF THIS FORM ON ALL OTHER PARTIES IN ACCORDANCE
WITH R.4:5A-2.

ATTENTION:

AAKASH DALAL
215 BURLINGTON ROAD SOUTH
SBI# 7926526
BRIDGETON NJ 08302

JUGJACK



New Jersey Judiciary
Civil Practice Division

Civil Case Information Statement (CIS)

Use for initial Law Division Civil Part pleadings (not motions) under Rule 4:5-1. Pleading will be rejected for filing, under Rule 1:5-6(c), if information above the black bar is not completed, or attorney's signature is not affixed.

For Use by Clerk's Office Only

Payment type <input type="checkbox"/> check <input type="checkbox"/> charge <input type="checkbox"/> cash	Charge/Check Number	Amount \$	Overpayment \$	Batch Number
Attorney/Pro Se Name Aakash Dalal		Telephone Number		County of Venue Essex
Firm Name (if applicable) N/A			Docket Number (when available) L-4262-23	
Office Address - Street #792652E, 215 Burlington Road South		City Bridgeton	State NJ	Zip 08302
Document Type Complaint			Jury Demand <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Name of Party (e.g., John Doe, Plaintiff) Aakash Dalal, Plaintiff		Caption Aakash Dalal v. Meta Platforms, Inc.		
Case Type Number (See page 3 for listing) <u>606</u>				
Are sexual abuse claims alleged?			<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Does this case involve claims related to COVID-19?			<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Is this a professional malpractice case? If "Yes," see N.J.S.A. 2A:53A-27 and applicable case law regarding your obligation to file an affidavit of merit.			<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Related Cases Pending? If "Yes," list docket numbers			<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Do you anticipate adding any parties (arising out of same transaction or occurrence)?			<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Name of defendant's primary insurance company (if known)			<input type="checkbox"/> None	<input checked="" type="checkbox"/> Unknown

The Information Provided on This Form Cannot be Introduced into Evidence.**Case Characteristics for Purposes of Determining if Case is Appropriate for Mediation**Do parties have a current, past or recurrent relationship? ☐ Yes ☒ No

If "Yes," is that relationship:

☐ Employer/Employee ☐ Friend/Neighbor ☐ Familial ☐ Business☐ Other (explain) _____Does the statute governing this case provide for payment of fees by the losing party? ☒ Yes ☐ No

Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition.

 Do you or your client need any disability accommodations? ☐ Yes ☒ No

If yes, please identify the requested accommodation:

Will an interpreter be needed? ☐ Yes ☒ No

If yes, for what language?

I certify that confidential personal identifiers have been redacted from documents now submitted to the court and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).Attorney/Self-Represented Litigant Signature: 

Civil Case Information Statement (CIS)Use for initial pleadings (not motions) under *Rule* 4:5-1**CASE TYPES**

(Choose one and enter number of case type in appropriate space on page 1.)

Track I - 150 days discovery

- 151 Name Change
- 175 Forfeiture
- 302 Tenancy
- 399 Real Property (other than Tenancy, Contract, Condemnation, Complex Commercial or Construction)
- 502 Book Account (debt collection matters only)
- 505 Other Insurance Claim (including declaratory judgment actions)
- 506 PIP Coverage
- 510 UM or UIM Claim (coverage issues only)
- 511 Action on Negotiable Instrument
- 512 Lemon Law
- 801 Summary Action
- 802 Open Public Records Act (summary action)
- 999 Other (briefly describe nature of action)

Track II - 300 days discovery

- 305 Construction
- 509 Employment (other than Conscientious Employees Protection Act (CEPA) or Law Against Discrimination (LAD))
- 599 Contract/Commercial Transaction
- 603N Auto Negligence – Personal Injury (non-verbal threshold)
- 603Y Auto Negligence – Personal Injury (verbal threshold)
- 605 Personal Injury
- 610 Auto Negligence – Property Damage
- 621 UM or UIM Claim (includes bodily injury)
- 699 Tort – Other

Track III - 450 days discovery

- 005 Civil Rights
- 301 Condemnation
- 602 Assault and Battery
- 604 Medical Malpractice
- 606 Product Liability
- 607 Professional Malpractice
- 608 Toxic Tort
- 609 Defamation
- 616 Whistleblower / Conscientious Employee Protection Act (CEPA) Cases
- 617 Inverse Condemnation
- 618 Law Against Discrimination (LAD) Cases

Track IV - Active Case Management by Individual Judge / 450 days discovery

- 156 Environmental/Environmental Coverage Litigation
- 303 Mt. Laurel
- 508 Complex Commercial
- 513 Complex Construction
- 514 Insurance Fraud
- 620 False Claims Act
- 701 Actions in Lieu of Prerogative Writs

Multicounty Litigation (Track IV)

- 271 Accutane/Isotretinoin
- 281 Bristol-Myers Squibb Environmental
- 282 Fosamax
- 285 Stryker Trident Hip Implants
- 291 Pelvic Mesh/Gynecare
- 292 Pelvic Mesh/Bard
- 293 DePuy ASR Hip Implant Litigation
- 296 Stryker Rejuvenate/ABG II Modular Hip Stem Components
- 299 Olmesartan Medoxomil Medications/Benicar
- 300 Talc-Based Body Powders
- 601 Asbestos
- 624 Stryker LFIT CoCr V40 Femoral Heads
- 625 Firefighter Hearing Loss Litigation
- 626 Abilify
- 627 Physiomesh Flexible Composite Mesh
- 628 Taxotere/Docetaxel
- 629 Zostavax
- 630 Proceed Mesh/Patch
- 631 Proton-Pump Inhibitors
- 632 HealthPlus Surgery Center
- 633 Prolene Hernia System Mesh
- 634 Allergan Biocell Textured Breast Implants
- 635 Tassigna
- 636 Strattice Hernia Mesh
- 637 Singulair
- 638 Elmiron

If you believe this case requires a track other than that provided above, please indicate the reason on page 1, in the space under "Case Characteristics".

Please check off each applicable category

☐ Putative Class Action

☐ Title 59

☒ Consumer Fraud

Aakash Dalal
SBI# 792652E
215 Burlington Road South
Bridgeton, NJ 08302
Plaintiff, *pro se*

AAKASH DALAL,

Plaintiff,

Vs.

META PLATFORMS, INC.,

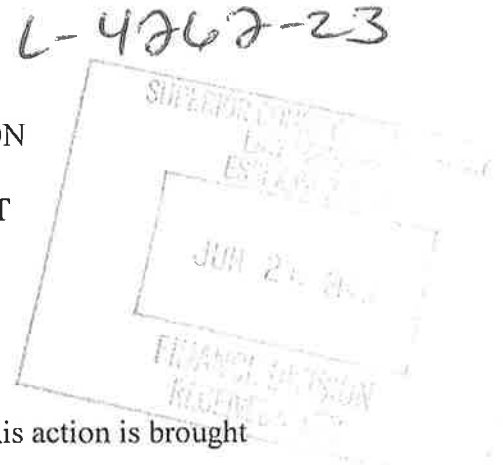
Defendant.

SUPERIOR COURT OF NEW JERSEY
ESSEX COUNTY VICINAGE
LAW DIVISION – CIVIL PART

Docket No.:

CIVIL ACTION

COMPLAINT



JURISDICTION & VENUE

1. The Superior Court of New Jersey has jurisdiction as this action is brought pursuant to claims arising under New Jersey common law and the New Jersey Consumer Fraud Act, N.J.S. 56:8-1 et seq.
2. Venue in the Essex County Vicinage is proper pursuant to R. 4:3-2(a)(3) as the Defendant does business in Essex County.

PARTIES

3. Plaintiff Aakash Dalal ("Plaintiff") is a resident of New Jersey.
4. Defendant Meta Platforms, Inc. ("Meta"), formerly known as Facebook, Inc., is a Delaware corporation with its principle executive offices at 1 Hacker Way, Menlo Park, California 94025 that does extensive business in New Jersey, including in Essex County, and with New Jersey government entities. Meta owns and operates Facebook.com and various other websites and software applications.

STATEMENT OF FACTS

The Facebook, Inc. Consumer Privacy User Profile Class Action

5. On December 22, 2022, the Hon. Vince Chhabria, U.S.D.J. of the United States District Court for the Northern District of California preliminarily approved a settlement in the class action lawsuit of In re: Facebook, Inc. Consumer Privacy User Litigation, Case No. 3:18-md-02843-VC for \$725 million. The class action lawsuit raised claims for invasion of privacy, negligence, gross negligence, deceit, breach of contract, breach of implied contract, and violations of state and federal statutes.
6. As a result of Plaintiff's use of Facebook.com, he was a member of the class in the aforementioned lawsuit.
7. On May 1, 2023, Plaintiff determined that the settlement was inadequate and timely opted out of the settlement by sending letters via certified and regular U.S. mail to the settlement administrator requesting exclusion from the class action.

Plaintiff's Use of Facebook.com

8. Defendant Meta's Facebook.com is a social networking website used by billions of people throughout of the world to interact with friends and family members, post images and videos, share information, such as political preferences, and privately communicate with others.
9. Plaintiff opened a Facebook.com account in September 2010 and was an active user of Facebook. Plaintiff had dozens of Facebook "friends" and restricted his privacy settings to ensure that his information and content, such as his religious affiliation and political views, would be limited only to his Facebook friends.

Plaintiff also posted content on Facebook, including images and videos, and communicated with his friends through Facebook's messaging and communication system.

10. Information and content Plaintiff posted to his Facebook page that he intended would remain private has continued to this day to be unlawfully disseminated by Facebook to third parties, including app developers, Meta's business partners, and domestic and foreign government agencies.
11. Defendant Meta earned and continues to earn substantial revenue by misusing Plaintiff's private content and information.
12. In April 2023, after receiving notice of the class action settlement, Plaintiff discovered that Defendant Meta misused his content and information through December 22, 2022 and continues to misuse his content and information to this day.
13. Plaintiff did not consent to the dissemination of his private information and content to app developers, whitelisted apps, Facebook's business partners, or any other persons or organizations. Facebook falsely informed Plaintiff that it had a policy of sharply limiting the use of his sensitive information, while in reality, Facebook had no limits at all. Plaintiff would not have used Facebook and posted content to the website had he known that Facebook's statements were false and that it would transmit his content to tens of thousands of app developers and companies.
14. Defendant Meta in fact misused and continues to misuse Plaintiff's content and information by disseminating it to third party app developers, whitelisted app

developers, and its many business partners through the various means outlined below.

15. As a result of Facebook's mass dissemination of the data of users' friends, third parties, including business and governments have been able to develop detailed dossiers on Plaintiff including information about his religious and political preferences and other sensitive matters.

Meta Platform's/Facebook's Misuse of Plaintiff's Data

16. Defendant Meta's Facebook.com Statement of Rights and Responsibilities and Data Use Policy informs users that "You own all of the content and information you post on Facebook, and you can control how it is shared through your privacy and application settings."
17. Beginning in 2007, Facebook users have been able to access applications, or apps, directly from Facebook to play video games, read news content, and stream videos. This interaction among Facebook, its users, and third-party apps is one of the primary ways by which Facebook has disseminated user information to third parties.
18. When users accessed apps on Facebook, app developers were not merely able to obtain information about the users they were interacting with, but they were also able to obtain information about the users' Facebook friends that the users themselves had access to.
19. From 2009 to 2015, tens of thousands of app developers operating on the Facebook platform were able to interact with users and obtain private information about users' friends. Facebook failed to disclose that even if users adjusted their

privacy settings to specify that only their friends would be permitted to view their information, this would not prevent app developers from obtaining it.

20. In 2014, Facebook announced that it would restrict app developers and limit their access only to the information of the users who directly utilized the apps. Essentially, Facebook claimed to have denied third party app developers access to the information and content of the app users' friends. Despite this public pronouncement, Facebook, however, continued allow a preferred list of app developers to access the information of users' friends. Facebook designated these apps as "whitelisted apps" and secretly continued to give these apps special access to users' friends' information because of the significant revenue these apps generated for Facebook. Thousands of companies were "whitelisted" by Facebook, including Airbnb, Netflix, UPS, Salesforce, Lyft, and Spotify.
21. Facebook further maintains a separate information sharing program with domestic and foreign companies that are Facebook's business partners, including Amazon, Microsoft, Sony, Samsung, Yahoo, Yandex, and others. Facebook outsourced to these business partners the time, labor, and money required to build Facebook's Platform on different devices and operating systems.
22. Facebook shared users' private data with its business partners and those business partners in turn shared data with Facebook. Facebook made users' "friends only" information readily available to a broad swath of companies, including Apple, Samsung, AT&T, Sprint, T-Mobile, Verizon, Google, Huawei, Microsoft, Mozilla, LG, Amazon, and others.

23. These partnerships were built on data reciprocity, as Facebook and its partners agreed to exchange information about users' activities with each other. Facebook gave business partners access not only to information of the user with whom the business partner interacted, but also access to information of that user's friends.
24. Facebook never disclosed to Plaintiff or any other users that it shared and continues to share user information with its business partners.
25. Facebook failed to act to prevent app developers, whitelisted app developers, and its business partners from misusing and further disseminating users' private information. While Facebook had a purported policy of preventing app developers from using this information for purposes other than enhancing interaction between the app and the user, Facebook actually did nothing to enforce this policy.
26. Facebook gave users the impression that their information was protected, while in reality tens of thousands of app developers were using it for other purposes. Facebook took no action to protect user information because its intent was solely on generating revenue from the access that it was providing.

STATEMENT OF CLAIMS

**COUNT I:
INVASION OF PRIVACY BY PUBLIC DISCLOSURE OF PRIVATE FACTS**

27. Plaintiff again alleges and incorporates by reference all previous paragraphs set forth above in this complaint.
28. During and between September 2010 and present, Defendant Meta invaded Plaintiff's privacy by knowingly disclosed private facts about Plaintiff to the public—namely its whitelisted app developers and business partners—in a manner offensive and objectionable to a reasonable person.

**COUNT II:
INVASION OF PRIVACY BY INTRUSION UPON SECLUSION**

29. Plaintiff again alleges and incorporates by reference all previous paragraphs set forth above in this complaint.
30. During and between September 2010 and present, Defendant Meta invaded Plaintiff's privacy by knowingly intruding upon his private affairs, including content and information he posted with the reasonable belief that it would remain private, in a manner highly offensive to the ordinary reasonable person.

**COUNT III:
NEGLIGENCE**

31. Plaintiff again alleges and incorporates by reference all previous paragraphs set forth above in this complaint.
32. During and between September 2010 and present, Defendant Meta had a duty to handle its users' sensitive information with care. During this period, Plaintiff

entrusted Facebook with his sensitive information, but Facebook failed to use reasonable care to safeguard that information, giving third parties access to it without taking any precautions to constrain that access to protect Plaintiff privacy, despite assurances it would do so.

33. Defendant Meta's conduct therefore constitutes negligence under New Jersey common law.

**COUNT IV:
GROSS NEGLIGENCE**

34. Plaintiff again alleges and incorporates by reference all previous paragraphs set forth above in this complaint.

35. During and between September 2010 and present, Defendant Meta had a duty to handle its users' sensitive information with care. During this period, Plaintiff entrusted Facebook with his sensitive information, but Facebook failed to use reasonable care to safeguard that information, giving third parties access to it without taking any precautions to constrain that access to protect Plaintiff privacy, despite assurances it would do so.

36. Defendant Meta's conduct therefore constitutes gross negligence under New Jersey common law.

**COUNT V:
FRAUD**

37. Plaintiff again alleges and incorporates by reference all previous paragraphs set forth above in this complaint.

38. During and between September 2010, Defendant Meta misrepresented to Plaintiff and other Facebook users that it safeguarded and protected their information. Defendant Meta knew its representations regarding user data were false, as it willfully disseminated Plaintiff's information to whitelisted app developers and its business partners. Defendant Meta further intended that Plaintiff rely on its misrepresentations, so that Plaintiff would generate more content, and therefore generate more revenue for Facebook. Plaintiff reasonably relied upon Facebook's representations and suffered damages, including the invasion of his privacy as a result.

**COUNT VI:
BREACH OF CONTRACT**

39. Plaintiff again alleges and incorporates by reference all previous paragraphs set forth above in this complaint.
40. During and between September 2010 and present, Defendant Meta and Plaintiff entered into a contract whereby Defendant Meta agreed that Plaintiff "own[s] all of the content and information [he] post[ed] on Facebook, and [he] can control how it is shared through [his] privacy and application settings." Facebook breached this promise when it disclosed, without Plaintiff's permission, his user information to whitelisted apps and business partners, and without giving Plaintiff the ability to prevent this disclosure. Plaintiff was damaged by the resulting invasion of his privacy.

**COUNT VII:
BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR
DEALING**

41. Plaintiff again alleges and incorporates by reference all previous paragraphs set forth above in this complaint.
42. During and between September 2010 and present, Defendant Meta owed Plaintiff an implied covenant of good faith and fair dealing in its contractual agreement with him regarding his use of Facebook.com. Defendant Meta, with a clear improper and bad motive, breached the implied covenant by misusing the information and content Plaintiff posted with the reasonable expectation, based on Defendant Meta's promises, that it would not be widely disseminated.

**COUNT VIII:
VIOLATION OF THE NEW JERSEY CONSUMER FRAUD ACT**

43. Plaintiff again alleges and incorporates by reference all previous paragraphs set forth above in this complaint.
44. During and between September 2010 and present, Defendant Meta knowingly and intentionally employed unconscionable commercial practices, specifically by unlawfully disseminating Plaintiff's private content and information, while falsely claiming to protect it, to third parties for profit thereby causing Plaintiff an ascertainable loss..
45. Defendant Meta therefore violated the New Jersey Consumer Fraud Act, N.J.S. 56:8-2, and is liable for damages under N.J.S. 56:8-2.11 and N.J.S. 56:8-19.


**COUNT IX:
UNJUST ENRICHMENT**

46. Plaintiff again alleges and incorporates by reference all previous paragraphs set forth above in this complaint.
47. During and between September 2010 and present, Defendant Meta knowingly received a benefit—specifically, monetary gain—from app developers and third party business partners at the expense of Plaintiff by improperly disseminating Plaintiff's information and Defendant Meta's retention of that benefit without payment or compensation is unjust.

DEMAND FOR RELIEF

ACCORDINGLY, Plaintiff petitions this Court for judgment as follows:


- a) Finding that Defendant Meta Platforms, Inc. committed the acts or omissions set forth in this Complaint;
- b) Finding that such acts or omissions constitute violations of the New Jersey Consumer Fraud Act, N.J.S. 56:8-2.
- c) Granting Plaintiff appropriate equitable relief, including preliminary and permanent injunctive relief barring Defendant from engaging in the tortious conduct and unconscionable commercial practices outlined in this Complaint;
- d) Granting Plaintiff compensatory damages in an amount to be determined by a jury;
- e) Granting Plaintiff treble damages in accordance with N.J.S. 56:8-19;
- f) Granting Plaintiff punitive damages of no less than \$350,000;
- g) Granting Plaintiff nominal damages;
- h) Granting Plaintiff reasonable attorneys' fees, expenses, and costs in accordance with N.J.S. 56:8-19; and
- i) Affording Plaintiff any other relief deemed just and appropriate by the Court.


Aakash Dalal
Plaintiff, *pro se*

Dated: June 19, 2023

JURY TRIAL DEMAND


Plaintiff demands trials by a jury on all of the triable issues of this complaint, pursuant to New Jersey Court Rules 1:8-2(b) and 4:35-1(a).


Aakash Dalal
Plaintiff, *pro se*

Dated: June 19, 2023

RULE 4:5-1(b)(2) CERTIFICATION

I certify that Plaintiff in this matter has not initiated any other civil action in any court of this State against Defendant and is not now engaged in any arbitration proceeding against Defendant, nor is any other civil action or arbitration proceeding contemplated. I certify that Plaintiff is not aware of any other party who should be joined in this action at the current time.


Aakash Dalal
Plaintiff, *pro se*

Dated: June 19, 2023

DESIGNATION OF TRIAL COUNSEL
(R. 4:5-1(c))

Plaintiff Aakash Dalal is hereby designated as trial counsel for this matter.


Aakash Dalal
Plaintiff, *pro se*

Dated: June 19, 2023

